

**CREATIVE COMMONS EMPLOYEE HANDBOOK**  
**Effective as of March 15, 2018**

**Introduction**

Welcome to Creative Commons! We are pleased you have joined the CC team. This handbook will familiarize you with our policies and procedures. It also summarizes our employee benefits.

Please read it immediately, as compliance with its policies is a condition of your employment. The policies stated in this handbook may be subject to change from time to time at the sole discretion of the Employer and/or CC. You may receive updated information concerning changes in policy, and your continued employment constitutes acceptance of such changes. If you have any questions, contact your manager or [hr@creativecommons.org](mailto:hr@creativecommons.org).

This handbook governs all CC employees based in the United States. For CC employees who work outside of California, the applicable law will govern where local law is at variance with the handbook policy. If you have questions regarding the laws governing your employment, please contact [hr@creativecommons.org](mailto:hr@creativecommons.org).

**Our Employee Relations Philosophy**

CC strives to provide a comfortable and progressive work environment. Most importantly, we have a work environment where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. If you have a problem, question, or complaint, we encourage you to speak with your manager. If you still have questions after speaking with your manager or if you are not comfortable doing so, please contact [hr@creativecommons.org](mailto:hr@creativecommons.org). We believe your concerns are best addressed through direct and open communication.

**Employment At Will**

We are an “at will” employer. This means that either you or CC may terminate the employment relationship at any time, with or without cause or prior notice. While other policies and procedures may change from time to time, changes to this “at will” policy may be made only in writing, signed by the CEO.

## Categories of Employment

Some of CC's policies vary depending on your particular category of employment. Throughout this handbook, we will use the following definitions to make those distinctions:

**Regular full-time employees** work at least a 30-hour workweek.

**Regular part-time employees** work at least a 20-hour workweek.

**Non-exempt employees** are compensated on an hourly basis and are entitled to overtime pay as required by applicable federal and state law.

**Exempt employees** are paid an established salary regardless of hours worked. They are not entitled to overtime pay and are not subject to certain deductions to their salary under CC's policies (e.g., no pay deductions for partial day absences).

**Temporary employees** are hired to perform a job or to work on a project that has a limited duration. Individuals hired for temporary work are generally not eligible to participate in any of our benefit programs and may not earn or accrue any leave, except that CC will, of course, provide such employees with any and all benefits required by law or for which such employees are eligible by the terms of the applicable plan.

## Equal Employment Opportunity

CC is committed to equal employment opportunity without regard to race, color, religion, sex, national origin, disability, gender identity, sexual orientation, marital status, age or any other protected status. CC does not discriminate on any basis prohibited by applicable law, and we work hard to provide a work environment free of discrimination based on any protected status.

## Harassment Prevention Policy

Within your first 3 months as an employee of Creative Commons, you will be required to successfully complete sexual harassment training via an online course. Thereafter, on an annual basis, you will be required to renew the training. CC will set this up for you.

We are committed to providing a work environment free from harassment, which includes, but is not limited to, sexual harassment or harassment on the basis of race, religious creed, color, national origin or ancestry, gender identity, physical or mental disability, marital status, family status, age, sex, sexual orientation, or veteran status. Any other prohibited ground of discrimination as defined by applicable law.

“Bullying and harassment” includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by

an employer or supervisor relating to the management and direction of workers or the place of employment.

Workplace bullying and harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome. We prohibit bullying and harassment that includes, but is not limited to, the following behavior:

- Verbal or written conduct such as epithets, derogatory jokes or comments, slurs or sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, email or gestures;
- Physical conduct such as assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected status; and
- Threats or demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors.

If you believe you have been subject to any form of harassment prohibited by this policy, you should report it immediately to the General Counsel or [hr@creativecommons.org](mailto:hr@creativecommons.org). CC will investigate every reported incident in a fair, timely, and in as discreet a manner as is possible under the circumstances. After the investigation, any necessary corrective action will be taken where determined to be appropriate. Any employee engaging in improper harassing behavior will be subject to disciplinary action, including the possible termination of employment. CC will not retaliate against you for reporting a violation, and we will not tolerate any retaliation by employees.

If our internal complaint process does not resolve the problem, or you are reluctant to use the internal process for any reason, you can file a complaint with the federal Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing (DFEH) (or similar agency in the relevant jurisdiction). The DFEH has offices throughout California that are listed on the agency's website. The DFEH will conduct an investigation and attempt to resolve the dispute. If the DFEH finds evidence of sexual harassment the matter may go to a public hearing before the Fair Employment and Housing Council. Possible remedies include reinstatement, back pay, promotion, changes in company policies and procedures, emotional distress damages, and fines. We will not tolerate, nor does the law allow, retaliation against an employee for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by, any government agency or commission.

## **Employee Conduct**

We expect you to do your job in a professional manner, including extending common courtesy to co-workers and those with whom you engage as part of your job. Failure to act accordingly will result in disciplinary action up to and including immediate termination, with or without prior verbal or written warning. Examples of misconduct include, but are not limited to:

- Falsification of CC records, including your employment application, expense reports, or time records.
- Willful destruction, damage or theft of CC property or the property of CC employees.
- Insubordination and/or the refusal to perform your job.
- Acts or threats of violence or fighting.
- Excessive absenteeism or tardiness without the prior approval of management

The above examples are not meant to be exhaustive. This policy also does not change the “at will” nature of employment. CC reserves the right to terminate employment with or without cause and with or without prior warning.

## **Non-Solicitation and Distribution**

Because we want to minimize work interruptions, solicitation by one employee of another is prohibited if either employee is on work time or if it interrupts others who are supposed to be working. Solicitation includes such activities as requests for signatures on petitions, contributions for charities, support of political or other outside activities, merchandise purchases and requests for donations.

Using our stationery, supplies, social media tools or equipment for purposes other than legitimate CC business, such as unauthorized or impermissible solicitation or distribution, is also prohibited.

## **Conflicts of Interest**

CC’s reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, you must never use your position for private gain, to advance personal interests, or to obtain favors or benefits for yourself, your family members or any other individuals, corporations, or business entities.

Creative Commons is committed to complying with both the letter and spirit of all applicable laws. You should conduct your personal affairs in a manner that does not jeopardize your duties and responsibilities to CC and that does not create legal questions with respect to your association or work with CC.

Additional details are set forth in the Creative Commons Codes of Conduct for Employees, which you should review carefully. You are expected to strictly comply with those Codes at all times including, among other things, completing conflicts of interest

disclosure forms as may be requested by CC counsel. CC reserves the right to revise the terms of those Codes at any time and will notify you of any such revisions. You will be asked annually to reconfirm your understanding and agreement to the Codes.

### Use of Blogs and Social Media

Creative Commons welcomes its employees' use of online blogging and social media tools for professional and personal use. This policy describes the organization's guidelines for using those tools as they relate to your employment and Creative Commons.

- **Speak for yourself.** Unless you are communicating on behalf of Creative Commons in performance of your job, it is required that your communications clearly indicate that the views you are expressing are your personal views and do not necessarily reflect the view of Creative Commons.
- **Be respectful.** Treat others with courtesy and respect. Do not publish anything defamatory or abusive about CC activities, policies, or strategy, or toward your fellow employees or other colleagues.
- **Be professional.** Remember that work conflicts are typically best resolved by speaking to your co-workers or other colleagues directly.
- **Respect confidentiality.** Do not publish confidential information about Creative Commons, and respect the privacy of your fellow employees and other colleagues.
- **Be productive.** Social media can be a valuable professional resource, but it should not be used in a way that negatively affects your job productivity. It should not distract you from your regular job duties during regular business hours unless your duties include engaging on behalf of CC on social media.

Nothing in this policy is intended to, and the policy will not be applied in a way that would, restrict or otherwise interfere with an employee's right to engage in concerted activity under the National Labor Relations Act. For example, the policy does not restrict employee use of social media to communicate with co-workers or others about the terms and conditions of their employment, such as wages, benefits, or working conditions.

### Use of CC Equipment

All computers, software, and all other equipment or furniture purchased or supplied by CC and made available to employees are property of Creative Commons and should be used and maintained with reasonable care. As a nonprofit corporation, we have a special responsibility with respect to the use of all of our resources. If any CC equipment is lost or damaged, please notify your manager immediately.

CC equipment should be used predominantly for business purposes. While incidental personal use is permitted, staff should keep personal use to a minimum and should limit the time spent on these activities to non-working hours whenever possible. Personal use

should never result in any added expense for Creative Commons, and it should never impede your job productivity or that of other employees.

CC has the right to inspect and/or reclaim any CC equipment at any time.

Employees should not have an expectation of privacy with regard to any information, data or documents created or stored on Employer equipment.

When your employment with CC ends, you must return all CC equipment in good repair unless other appropriate arrangements are made. CC reserves the right to take any lawful action to recover or protect our property.

### **Electronic Communications**

CC reserves and will exercise the right to review, audit, intercept, access and disclose all matters on CC internet communications systems, including email, at any time, with or without employee notice. All emails (including attachments) and instant messages composed, sent, received, and/or stored on a CC email account are property of Creative Commons. Employees should use their CC email accounts for business purposes only and should not assume their communications are private or confidential.

### **Third Party Intellectual Property**

Creative Commons respects the intellectual property of others. You should follow all copyright and related laws when you create and consume content for work and as you otherwise perform your job. If you have any questions about whether use of any intellectual property is appropriate, please consult [legal@creativecommons.org](mailto:legal@creativecommons.org) before you proceed.

If you receive notice of a potential claim or otherwise become aware that Creative Commons is potentially infringing a patent, notify the General Counsel immediately.

If you receive a notice that there may be copyright infringing material on any website hosted or controlled by Creative Commons, or receive any communication addressed to “DMCA Agent,” please immediately forward it to [dmca@creativecommons.org](mailto:dmca@creativecommons.org). Creative Commons will respond to the complaint according to its DMCA Notice and Takedown Procedure described in detail at <http://creativecommons.org/dmca>.

If you otherwise become aware of any potential liability for Creative Commons based on the use or infringement of someone else’s intellectual property, please notify the General Counsel immediately.

### **Use of Third Party Software**

Creative Commons purchases and provides its employees with certain proprietary software on a case-by-case basis. If you are granted access to any such software, you

must respect the terms of the software license. For more information, or if you have questions about what you may do with particular software, please contact the General Counsel at [legal@creativecommons.org](mailto:legal@creativecommons.org).

### **Confidentiality**

Creative Commons is committed to being a transparent organization. Nonetheless, CC does deal with certain categories of information that are confidential,. If you have access to confidential CC information, whether learned during a staff or management meeting or otherwise, it is vital that you not disclose it to anyone outside CC either during or after your employment. Upon termination, you must promptly return any such information to CC and must not keep copies, whether in document or electronic form, and must delete CC confidential information from your personal electronic devices.

### **CC Intellectual Property**

While CC generally makes its intellectual property available under open licenses, we are committed to protecting our intellectual property rights so that we can enforce our rights where appropriate and consistent with any such licenses.

All copyrightable material created in the performance of your job belongs to CC as a work made for hire. All moral rights in these works, if any, are waived by you unless prohibited by applicable law. All inventions, discoveries, data, technology, designs, innovations, and improvements (whether or not patentable or copyrightable) that are made, written, conceived, reduced to practice, or developed by you, alone or jointly with others, in the performance of your job (“Company Works”) are the exclusive property of CC.

Employees must cooperate in CC's efforts, if any, to file, prosecute, register, or otherwise protect Company Works, and employees must adhere to any CC policy about how Company Works should be licensed.

### **Agreements with Third Parties**

From time to time, CC may have agreements with third parties (including governments) that impose obligations or restrictions on CC regarding Company Works made during the course of performing those agreements or regarding the confidential nature of such work. Employees are bound by all such restrictions and should take all appropriate action necessary to discharge CC’s obligations under such agreements.

If you are asked to sign an agreement with a third party regarding ownership or use of Company Works (e.g., in connection with your presentation at a conference) or imposing confidentiality obligations on you, you need to obtain prior approval. Please send requests to [legal@creativecommons.org](mailto:legal@creativecommons.org).

## **Paydays**

All employees are paid on the fifteenth and last day of each month. Employees may authorize direct deposit of their check to a bank or credit union account.

Please review your paycheck for errors. If you find a mistake, report it to [hr@creativecommons.org](mailto:hr@creativecommons.org) immediately, so that we can take the steps necessary to correct the error.

## **Attendance**

All time off requests must be submitted and approved by your manager, via the Time Off Portal (if you have an account), as far as possible in advance.

If you are absent for three days without notifying CC, you may be considered to have voluntarily resigned, and appropriate action will be taken which may result in your immediate removal from payroll.

## **Remote Work Schedule and Expectations**

CC maintains an eight-hour workday, Monday through Friday. Because CC has a distributed staff across multiple time zones, we understand that work hours will vary. Please set your individual work schedule with your manager based on the needs of your team and your specific job duties.

Regardless of your individual work schedule, we ask that all staff be online and available between the core work hours of 10 AM to 2 PM Pacific. If you are going to be offline during those core work hours, other than for lunch, you must notify your manager in advance, and make your whereabouts known to staff. All staff are expected to maintain an up-to-date Google calendar that is viewable by all other staff. As with all policies, this Work Schedule policy is subject to ongoing business needs and may change temporarily or permanently depending on the circumstances, and subject to revision or termination in the discretion of the CEO at any time.

Throughout your workday, we ask all staff to remain available via e-mail, IM, phone, Google Hangout, Skype, IRC, Slack, and/or other electronic means and to use free online communication services wherever practical.

For staff calls and video meetings, you are expected to have a good Internet connection, low background noise, and have access to online documents. You are expected to join regular staff calls and meetings during work travel wherever possible.



## **Recording Your Time**

Non-exempt employees must accurately record their hours on time sheets and submit them to [hr@creativecommons.org](mailto:hr@creativecommons.org) at least three workdays before the end of each pay period.

## **Overtime**

From time to time, your manager may require you to work overtime. We will attempt to give you advance notice, but this may not always be possible.

Non-exempt employees in California will receive the rate required by law, currently 1.5 times their regular rate for overtime hours worked in excess of 8 hours in a single work day or more than 40 hours in any one work week, and for the first 8 hours worked on the seventh consecutive day in any one work week. Double time will be paid for hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the seventh consecutive day worked in any one workweek. The workweek begins on Sunday at 12:01 a.m. and ends at 12 p.m. midnight on Saturday.

Only time actually worked counts toward calculating overtime. Your manager must authorize overtime prior to the time it is actually worked.

## **Meals and Breaks**

All non-exempt employees in California are provided two 10-minute rest breaks in an 8-hour workday. Rest periods should be taken in the middle of each 4-hour work period wherever practicable. We urge you to schedule rest breaks at the same time every day where possible to ease scheduling problems with other CC staff, but we also understand the need to be flexible in light of your work commitments. These breaks are considered paid time, and they may not be combined with or added to an employee's meal period.

All non-exempt employees in California are also provided a 30-minute unpaid meal period. The meal period must be taken no more than 5 hours after starting work.

All rest breaks and meal periods should be completely work-free. We recommend that employees step away from their desks and devices during breaks and meal periods to ensure the time is restful.

If a non-exempt employee in California is unable to take a rest break or meal period during the required time period, he or she is entitled to premium pay equal to one hour of regular pay. Please email [hr@creativecommons.org](mailto:hr@creativecommons.org) whenever this situation arises.

## **Performance Evaluations**

Your performance and professional development is important to CC. Your manager will review your job progress and help you set new job performance plans approximately once each year. Our performance review program provides the basis for better understanding between you and your manager with respect to your job performance, potential, and development within CC.

All employees also have the option and/or right to inspect their own personnel files upon advance request.

## **Expense Reimbursement**

Employees may, during the performance of their duties, incur reasonable expenses that will be reimbursed by Creative Commons. Such expenses must be in compliance with the Expense & Reimbursement Policy.

### **Internet & Mobile Phone Expense Reimbursement**

Employees are expected to have a reliable Internet connection. You will be reimbursed \$40 for your monthly Internet service. Cost associated with setting up an Internet connection and network is not reimbursable.

Employees who are expected to use their phone often for business related calls or are considered to be “on-call” will be permitted to expense their mobile phone up to \$75 by request of their manager and with CEO approval. “On call” employees are those that are required to be accessible 24-7 for critical business needs.. If you are unsure if this applies to you, please consult your manager.

CC is a non-profit, so we request that employees judge what are business and what are personal expenses and expense accordingly.

Expenses should be filed monthly. Should you fail to submit within a reasonable time, those expenses may not be reimbursed.

## **Holidays**

CC normally observes the holidays listed below. The schedule may vary slightly from one year to the next. CC will publish the holiday schedule before the start of each calendar year.

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- All normal workdays, Christmas Day through New Years Eve

Regular full-time and regular part-time employees are eligible for paid holidays immediately upon hire. Regular part-time employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

While holidays are not an accrued benefit and are not payable upon termination, if eligible exempt staff are required to work on a holiday they may be given comp time (equivalent to the number of hours they are required to work) during the week preceding or following the holiday as mutually agreed upon by employee and manager.

Holiday pay for eligible exempt employees is eight hours pay at regular rates. Eligible non-exempt employees who work on a holiday will receive 1.5 times their regular rate for each hour worked, or other amount as required by applicable law.

### **Vacation**

Regular full-time and regular part-time employees are eligible for paid vacation. Vacation benefits begin to accrue during the first month of employment.

Beginning in the employee's first full month of employment, a full-time employee will earn 1.5 days of paid vacation for each full month of employment (which equates to 18 days or 144 hours annually).

After the completion of an employee's fourth year of employment, the accrual rate will increase to 2 days of paid vacation for each full month of employment (which equates to 24 days or 192 hours annually).

Vacation accrual may not exceed 1.58 times an employee's current annual accrual. (28.5 days or 228 hours for employees in first – third years of service; 38 days or 304 hours for employees beginning in their fourth year of service.) Once this maximum cap is reached, all further accruals will cease until the employee has used enough vacation time to bring the accrual below the cap.

Regular part-time employees will accrue vacation on a prorated basis based on the number of hours worked.

Reasonable efforts will be made to schedule vacations at a time and for a duration mutually acceptable by the employees and their managers. To be eligible for paid vacation, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you receive prior approval from your manager. Upon termination from CC, employees will be paid for all accrued, unused vacation time.

## **Paid Sick Time**

CC has established a sick time policy to provide paid time off for illness or injury (including illness or injury of spouse, domestic partner, children, or parents), and doctor and dental visits, generally of short duration. Regular full-time employees accrue sick time at a rate of 0.5 days per month (or 6 days per year). Regular part-time employees earn sick time on a prorated basis. Unused sick time may be carried forward each year to a maximum accrual of 12 working days (96 hours).

Sick day benefits begin to accrue during the first month of employment.

Management reserves the right to request a doctor's note to support the employee's absence from work for an illness. Upon termination from CC, employees will not be paid for any accrued, unused sick time.

## **Benefits**

CC has a comprehensive set of employee benefit programs to supplement the regular wages of our employees. Medical and vision benefits are available to all regular full-time employees and regular part-time employees. Dental benefits are available to regular full-time employees only. Life insurance, long-term disability insurance, accidental death and dismemberment insurance, and retirement benefits are available to regular full-time employees and regular part-time employees.

The following information represents a summary of the benefits included in the CC benefits program as of the date of this Handbook. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling. CC reserves the right to modify or terminate benefit plans in its sole discretion at any time, subject to any limitations contained in the plan descriptions.

### **\*Medical, Dental, and Vision Plans**

CC offers medical, dental, and vision benefits and will pay the premium cost for eligible employees. If you elect dependent coverage, you are responsible for paying the difference through payroll deduction.

### **\*Section 125 Plans**

CC offers pre-tax contribution options known as Section 125 plans. A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for

medical insurance, dental insurance, vision care insurance and out-of-pocket medical expenses or dependent care expenses on a pre-tax basis. You may participate in the Flexible Spending Account program (administered through CC) or elect a high deductible plan with a Health Savings Account (post tax contributions administered by employee).

#### **\*Life Insurance and Accidental Death & Dismemberment Insurance**

Eligible employees receive life insurance at two times their annual base salary up to a maximum of \$250,000, premium paid for by CC. Accidental death and dismemberment insurance (AD&D) coverage is provided for eligible employees in the event of accidental loss of life or dismemberment. CC pays the premium for this as well.

#### **\*Long-Term Disability Insurance**

Long-term disability insurance provides eligible employees with a continuing source of income after 90 consecutive days of disability. The benefits are calculated as a percentage of your salary, premium paid for by CC. Eligible employees are automatically enrolled in our long-term disability insurance program on the first of the month following their date of hire.

#### **\*403(b) Qualified Retirement Plan**

CC provides eligible employees with a 403(b) qualified retirement plan, which is an excellent means of long-term savings for your retirement. At its sole discretion, CC may provide a contribution to employee accounts. CC's contribution, if any, is determined on an annual basis.

### **Leaves of Absence**

CC may grant leaves of absence to employees based on appropriate reasons. Employees who fail to report to work on the workday after the leave expires may be considered to have voluntarily terminated employment. All leaves of absence will be approved and administered by CC consistent with applicable laws. For all leaves of absence, employees are expected to notify [hr@creativecommons.org](mailto:hr@creativecommons.org) three days prior to the expiration of the leave stating his or her intent to return or not to return upon the completion of the leave. Leaves of absence are provided in conjunction with any statutory entitlements provided by applicable law.

Employees continue to receive existing health and other benefits during all approved leaves of absence up to 3 months (except when a longer period is mandated by law). This includes dependent benefit coverage as long as the employee continues to pay her/his portion of the premium for such coverage.

### **\*Pregnancy Disability Leave and Accommodation**

CC employees in California disabled from working due to pregnancy, childbirth, or related medical conditions will be granted an unpaid pregnancy disability leave up to a maximum of 4 months. For CC employees in other locations, leave will be granted in accordance with applicable law.

Requests for leave must be submitted in writing and be supported by certification from the attending physician. Employees on Pregnancy Disability Leave may use accrued vacation or paid sick time in order to receive leave with pay. Upon exhaustion of accrued vacation/sick hours, leave is unpaid. During unpaid leave employees do not accrue vacation or sick time and are not entitled to receive holiday pay.

CC will reasonably accommodate an employee's medical needs related to pregnancy, childbirth or related conditions, as well as transfer an employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of an employee's pregnancy.

Employees returning to work will normally be reinstated to their original position or a comparable position, but that is not guaranteed. Upon return from leave, employees are required to provide Human Resources a release from their physician indicating the employee's ability to resume work. Taking a Pregnancy Disability Leave does not protect an employee from non-leave related employment actions, such as a layoff.

### **\*Family Leave**

CC may, in its sole discretion, provide paid Family Leave for the following reasons:

- to bond with the employee's new child or the new child of the employee's spouse or domestic partner;
- to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or domestic partner; or
- to care for a seriously ill child, spouse, parent, or domestic partner.

Family Leave is provided in conjunction with any paid family leave provided by the employee's state of residence. Creative Commons will supplement the paid family leave benefits provided by the state such that an employee on approved Family Leave should receive 100% of his/her regular salary in accordance with the following:

- Employees who have served between 3 and 12 consecutive months of employment may be granted a paid leave of absence for up to 3 consecutive weeks.

- Employees who have served between 12 and 48 consecutive months of employment may be granted a paid leave of absence for up to 4 consecutive weeks.
- Employees who have served at least 48 consecutive months of employment may be granted a paid leave of absence for up to 6 consecutive weeks.

Employees must give written notice of their intent to take Family Leave and their anticipated date of return at least 30 days in advance (or as soon as reasonably practical). Employees must send this request to their manager and copy [hr@creativecommons.org](mailto:hr@creativecommons.org).

In the case of child bonding, Family Leave must begin within three months of the birth of a child and/or placement of a child for adoption or foster care. During Family Leave employees do not accrue vacation or sick time and are not entitled to receive holiday pay. Family Leave is not an accrued benefit and is not subject to payment upon termination. As Family Leave at CC is not legally required, CC does not guarantee a right to leave, job protection, or return to work upon completing leave.

#### **\*Bereavement Leave**

Bereavement Leave is a paid leave of absence that will be considered for regular full-time and regular part-time employees in the event of a death in the immediate family. Bereavement Leave may be approved for a maximum of three days.

#### **\*Witness and Jury Duty Leaves**

Witness and Jury Duty leaves allow employees to fulfill their civic responsibilities by serving as jurors and subpoenaed witnesses up to three paid working days per calendar year. During that period employees will receive the difference between their regular base pay and any payment received for their court duties. Witness and Jury Duty Leave beyond three days will be unpaid, except as required by law. We expect you to return to your job if you are excused from jury duty during your regular working hours.

#### **\*Time off for Duty as Volunteer Firefighter, Police, or Emergency Rescue**

Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel.

#### **\*Organ/Bone Marrow Donor Leave**

Employees in California may take off up to 30 business days in any one-year period to donate an organ, or up to five business days in any one-year period to donate bone marrow to another person. The “one-year period” is measured from

the date the employee's leave begins and consists of 12 consecutive months. Employees shall provide written verification of medical necessity for such donation. The leave time will be paid, except that employees will be required to use up to two weeks of accrued sick or vacation time for organ donation, or five days of accrued sick or vacation time for bone marrow donation.

The leave time is not a break in service for purposes of computing salary adjustments, sick leave, or vacation. Upon expiration of Organ/Bone Marrow Donor Leave, employees will be restored to the same or equivalent position unless conditions unrelated to the exercise of rights under this section have arisen that prevent reinstatement.

#### **\*Time Off for Voting**

CC strongly urges employees to vote in elections. Whenever possible, employees should vote before or after work. If you cannot vote before or after work in an election, you may take up to two hours in order to vote without loss of pay. You should notify your manager before doing so.

#### **\*Personal Leave**

A Personal Leave is an approved unpaid leave of absence that does not fall into any of the above-specified categories. At the discretion of management and the CEO, Personal Leave of up to a maximum of 30 days may be granted for compelling or urgent reasons to regular full-time and regular part-time employees that have been with CC for at least one year. Employees who take a Personal Leave are not guaranteed reinstatement, and a Personal Leave does not alter the at-will nature of employment in any way. All accrued vacation hours must be used at the beginning of the Personal Leave. During unpaid Personal Leave employees do not accrue vacation or sick time and are not entitled to receive holiday pay.

#### **\*Other Types of Leave**

CC honors all other leaves of absence mandated by law, including military leave, leave for victims of crimes, and leave to attend a school proceeding regarding a child's suspension from school.



## ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received a copy of the Creative Commons Employee Handbook and the Creative Commons Codes of Conduct for Employees, as incorporated herein. I understand that I am responsible for reading the Handbook and the Codes, and for complying with the policies set forth in both.

I further understand, however, that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that, except for the policy of at-will employment, Creative Commons has the right to amend, interpret, modify, or delete any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Further, I understand that if I have any questions regarding any of Creative Commons' policies or procedures, I will ask Human Resources ([hr@creativecommons.org](mailto:hr@creativecommons.org)) or the General Counsel.

I further understand that the policies contained in the Codes are to be strictly complied with and are not guidelines. I also understand that Creative Commons has the right to amend, interpret, modify, or delete any of the provisions of the Codes at any time in its sole discretion, with or without notice. Further, I understand that if I have any questions regarding Codes, I will ask Human Resources ([hr@creativecommons.org](mailto:hr@creativecommons.org)) or the General Counsel.

I understand and agree that my employment relationship with Creative Commons is terminable "at-will," which means that my employment is for no definite period and may be terminated by me or by Creative Commons at any time and for any reason, with or without cause or advance notice. I understand and agree that the at-will nature of my employment may not be modified except by a written agreement signed by the CEO.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_